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ABSTRACT

This booklet explains why and how child care workers should unionize. Chapter 1 outlines the individual and professional advantages of unionization and traces the history of unions and the American labor movement. Chapter 2 presents 12 steps in organizing a work site. It is proposed that child care workers: (1) explore and promote interest in unionization; (2) assess the organizing potential in the work site and community; (3) choose a union; (4) develop and implement an organizing plan; (5) sign union cards to confirm union membership; (6) ask the employer for voluntary recognition; (7) apply to the labor board for a union election; (8) campaign for the election; (9) announce and celebrate an election victory; (10) draft negotiating proposals; (11) negotiate the contract; and (12) ensure that the contract is honored. Chapter 3 explains steps in contract negotiations, which include reaching agreement on the contents of the proposals; developing an economic strategy related to staff-child ratios, substitutes, reimbursement for training, and other issues; drafting the proposals; presenting proposals and receiving counter-proposals; and ending negotiations. Chapter 4 reviews provisions typically found in contracts, union-management relations, working conditions, wages and benefits, employer expectations, and procedures for discipline and discharge. A glossary of terms, information on the National Labor Relations Act, myths about unions, and profiles of five unions are appended. (AC)

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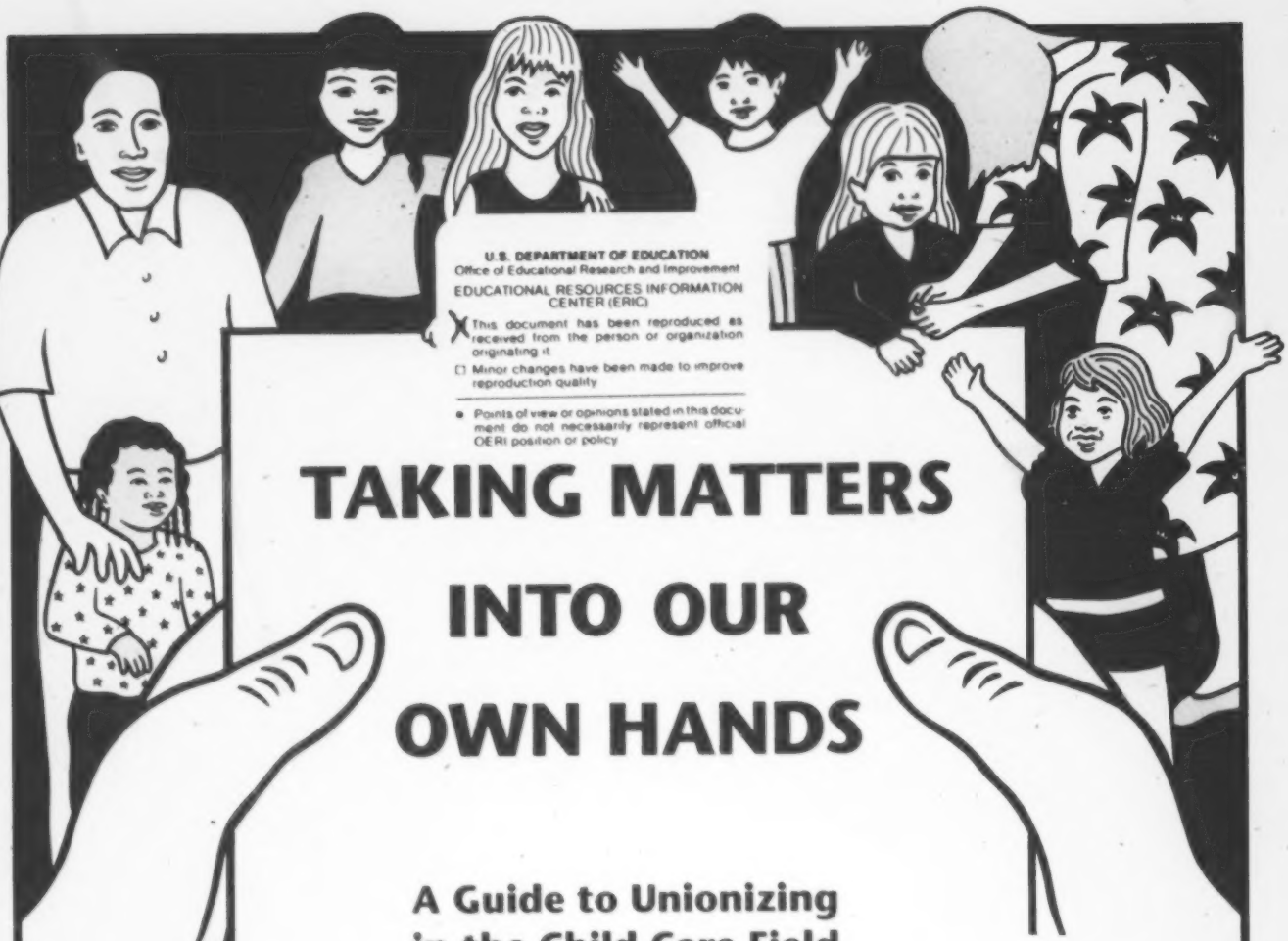

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TAKING MATTERS INTO OUR OWN HANDS

A Guide to Unionizing in the Child Care Field

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DEDICATION

***"I love the chance to talk to other workers,
to inform them of their rights and to strategize with
them about how they can improve their situation.
By being an advocate for workers,
I know I am an advocate for kids."***

Marcy with her grandmother

We dedicate this publication to Marcy Libster, a CCEP board member and founder of our Speakers' Bureau who died in 1990. Marcy embodied the qualities we need most crucially in the child care community: she was a well-trained, dedicated teacher, organizer and advocate who remained in the classroom doing the work she loved the best. In 1984, Marcy led a successful union drive with SEIU Local 535 at her work place, the child care program at the Oakland-Piedmont (CA) Jewish Community Center. She also worked as an organizer for the Day Care and Human Services Division of District 65/UAW. Marcy remained optimistic about the struggle for high quality child care when many of us despaired. Her clear vision continues to empower and inspire us.

In 1990 the Child Care Employee Project established an ongoing fund in Marcy's name to support efforts by local child care teachers to improve their working conditions. Her family requests that any donations for Marcy be made to the CCEP fund. Proceeds from this booklet will be used to maintain the fund.

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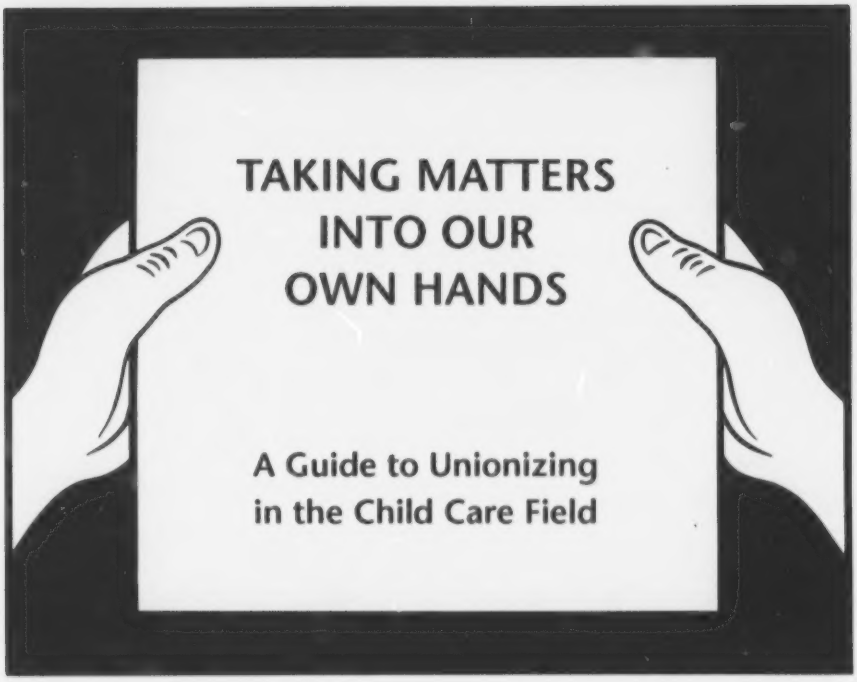

Written by
Jim Morin

with assistance from
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Child Care Employee Project

TAKING MATTERS INTO OUR OWN HANDS:
A Guide to Unionizing in the Child Care Field

by Jim Morin with assistance from Dan Bellm and Marcy Whitebook

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FOREWORD

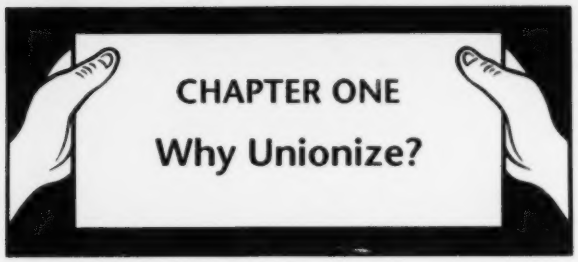
This publication is an expanded and updated edition of the Child Care Employee Project's 1986 booklet, ***Unionizing: A Guide for Child Care Workers***. We have chosen to revise it now for two reasons: a great deal has changed in the child care field since then, and because a great deal hasn't changed at all.

Our movement has made impressive strides in public policy and in public awareness of child care issues in recent years: the passage of the federal Child Care and Development Block Grant, the efforts by various states and communities to increase the compensation of child care teachers, and the growing involvement of employers and unions in addressing the family needs of the country's work force.

But child care teachers continue to leave the field each year, largely because they still earn poverty-level wages no matter how high their level of professionalism and skill. During the past decade, a time of dramatic growth in the demand for child care, teachers actually saw their real wages decline by 20%, and annual turnover rates soared to over 40%. It's clear that teachers still need a much stronger voice in order to solve the steadily worsening child care staffing crisis. A unionized work force, we have concluded, is a necessary component of any successful effort to significantly improve wages and working conditions in the child care field.

To that end, we at CCEP seek to promote awareness in the field that unionization can be a professional solution to the staffing crisis. Although CCEP is not itself a child care union, we can act as a national clearinghouse for information about unions that are organizing child care teachers, and offer technical assistance to teachers in becoming better informed advocates for themselves and for quality child care. We believe the staffing crisis will not be solved unless teachers take matters into our own hands.

This booklet, aimed at filling the present gap in union-related training resources for child care teachers, has been a cooperative effort between CCEP and the five unions most actively involved in child care organizing at this time: the American Federation of State, County and Municipal Employees (AFSCME), the American Federation of Teachers (AFT), District 65/United Auto Workers (District 65/UAW), the National Education Association (NEA) and the Service Employees International Union (SEIU).



CHAPTER ONE
Why Unionize?

Child care teachers in the United States have been joining labor unions for the past 40 years, negotiating the terms of their employment through the collective bargaining process. Unions can offer various forms of protection that an individual worker would otherwise not have. Some of this protection is direct, as in a written contract and a greater degree of influence in employment conditions at the work site; some is more indirect, as in a collective voice to advocate for teachers' needs and rights in the larger arena of public policy.

But when child care teachers first hear about forming or joining a labor union, they may find the idea somewhat far-fetched. Most teachers do not know any peers who have unionized. Most have no indication that joining a union can be a highly professional step. They may even take the view that unions are an unrealistic solution to the problem of low wages in child care.

During their professional preparation and training, few child care teachers receive information about employment relations and working conditions in the field, or about what their role might be in improving those conditions. Nor are they generally told about the right to unionize, which is encouraged and protected through laws passed by the U.S. Congress. Instead, they may be taught the traditional view that it is inappropriate for human service professionals to be greatly concerned about compensation for their work.

But child care unions are actively involved in organizing. The five unions who contributed to this publication represent roughly 25,000 to 35,000 child care teachers in the United States. And in 1989, the Child Care Employee Project's National Child Care Staffing Study found that unionized staff (4% of the teachers surveyed) enjoyed above-average wages and working conditions enabling them to provide better quality child care.

Why should child care teachers unionize? First, unions can secure protection and improvements in individuals' working lives. With a union contract, teachers have a greater voice in defining and improving their working conditions and in resolving problems. They have a written document which spells out the rights and responsibilities of employer and employee, and they have the union's support in holding the employer accountable to the terms of the contract, protecting them from arbitrary or unfair actions and decisions.

Second, child care teachers themselves must apply pressure in the field of public policy in order to reach a comprehensive solution to the problems of low compensation and status. Unionizing the work force is a major way in which this kind of collective pressure can be introduced into the child care delivery system, so that the plight of child care teachers will finally be viewed as a high priority problem that must be solved now.

Individual Gains: Protection and Improved Working Conditions

Despite above-average education and training, most child care teachers are earning poverty-level wages. The average salary for a child care teacher in the U.S. was found in 1989 to be $5.35 per hour—but the actual average may be even lower, since this survey was conducted in major metropolitan areas, where wages are likely to be higher than elsewhere. Fewer than half of all child care teachers receive paid health insurance as a benefit, and the average teacher receives less than one week per year of paid vacation and sick leave. Most teachers have no paid planning or staff meeting time, no written personnel policies stipulating employee rights and responsibilities, no clearly defined grievance procedure, and no retirement plan.

Being a good teacher on poverty-level wages is hard enough, but it isn't the only problem facing employees in this field. Without a written contract, the relationship between employer and employee can be fraught with unfairness. Consider the following situations:

• BROKEN PROMISES

***WITHOUT* a union contract:** When Susan was hired, her employer told her that everyone receives a 50-cent-per-hour increase after working six months. But when her six months were up, the employer said that enrollment had been lower than expected, and that the center could not afford to give salary increases at this time.

***WITH* a contract:** Susan's contract spells out exactly when wage increases will go into effect, and declares that scheduled increases can be withheld only when the staff vote to do so because of an emergency. If the employer fails to follow the terms of the contract, Susan can file a grievance with the help of the union, using legal remedies to ensure that the terms of the contract are honored.

• INAPPROPRIATE JOB ASSIGNMENTS

***WITHOUT* a union contract:** Jennifer's employer hired her to work with toddlers, but later insisted that she work part-time with the school-age program in the afternoon, because the center did not want to hire an extra teacher for the older group. Jennifer had no

training in school-age care, and did not like working with this age group, but when she asked to stay with the toddlers, she was advised to quit if she didn't like her work assignment.

***WITH* a contract:** Jennifer's contract says that employees may be moved to a different age group only on an emergency basis, and for less than a week; a permanent move requires 30 days' notice and also requires that the position be filled with a person who has received appropriate training.

• ARBITRARY RULES

***WITHOUT* a union contract:** At his three-month evaluation, Robert was continued on probation instead of being placed on permanent-employee status. This meant that he earned no vacation time. When he asked why he was not promoted, the employer explained that more time was needed to assess his skills. Since there was no written policy outlining the center's hiring process, Robert was forced to rely on his employer's decision.

***WITH* a contract:** Robert's contract describes the procedure to be followed in probationary evaluations. It requires that the employer and employee meet to agree on areas to be examined in the evaluation, and specifies how the information will be collected. The contract also contains a job description and performance standards for each position in the center, so that all employees know exactly what is expected of them.

• VIOLATIONS OF STAFF-CHILD RATIO REQUIREMENTS

***WITHOUT* a union contract:** After Juanita objected in a staff meeting about having no substitutes to cover the classroom when teachers are sick, the director threatened to fire her if she continued to undermine staff morale by complaining about things that cannot be changed.

***WITH* a contract:** Juanita's contract requires the program administrator to develop a reliable substitute list and to make every effort to provide subs when regular staff are sick. It also stipulates that an employee cannot be fired for reporting a licensing violation.

In each of the above situations, employers have made decisions to modify working conditions in order to suit their own needs, at the expense of the needs of the employee. When employers actually wield such power, there is little that an individual employee can do, other than "take it or leave it."

But a negotiated contract is based on a very different power arrangement: the assumption that the conditions of work are to be mutually agreed upon by employer and employee. A contract further guarantees that agreements are put in writing and are subject to a clarification and review process whenever disputes or differences in interpretation arise.

Without such a balance of power, child care employees are left dependent on their employer's good will, and even if one's present employer is wonderful, there is no guarantee that working conditions will remain satisfactory if and when this person leaves the program. In addition, even those employers who are most sincerely committed to high quality early childhood education face many other pressures which may conflict with this commitment. When they need to make tough economic choices, employers may well respond to the forces that exert the most pressure, and compromise on commitments that appear to be more voluntary. All too often, employers are able to assume that consumers will exert more pressure than employees on the program's financial decision-making.

In thinking about unions, it is important to address the issue of conflict, which is one of the most difficult possibilities for many people in the early childhood field to consider. In service professions, conflict is often viewed as something negative, and unions are often viewed as inciters of conflict. Indeed, we might well prefer to resolve the problems of poor status and working conditions without resorting to it. But unions do not create conflict; rather, they seek to create a balance of power in an unfairly imbalanced work place. Conflict may arise when formerly powerless workers organize to create a fair work environment, but it is inaccurate to claim that the workers introduced the conflict.

Gains for the Profession: Pressure to Pay the Full Cost of Quality

The National Child Care Staffing Study found that the quality of care in most of the programs it studied was only barely adequate. Staff turnover rates generally hovered around 40%. Compared to training levels of ten years ago, teachers had less formal education and fewer hours of specialized training in early childhood education. It is clear that adequately trained staff are not being attracted to teaching in child care programs, and the staff that do enter the field leave it at an alarming rate. Young children are less likely today than ten years ago to have a well-trained and committed teacher.

Why are child care conditions deteriorating rather than improving? There are three primary reasons. First, in the absence of clearly defined cost standards, there is a widespread assumption that the work simply is not worth very much; after all, it has been done by mothers at home with no specialized training and at no apparent cost. Many in our society share the assumption that young children are not really doing any serious learning, at least of the kind that requires a knowledgeable teacher, and that there is therefore no need to offer salaries that are competitive with those earned by "real" teachers.

Second, there is intense competition for the public and private resources that will be needed to cover any substantial increase in the cost of child care. Most families find child care a major financial burden. But public funding for child care must compete with many other pressing human service funding needs—in addition to the pressures caused by the U.S. budget deficit and extravagant military spending. Even within the child care community, there is considerable conflict about the proper allocation of limited resources.

Third, the true cost of child care—that is, what it would cost if salaries were sufficient to recruit and retain a skilled and stable work force—is obscured by child care teachers' own willingness to work for current salary levels. Rather than asking for what they need to earn a living wage, many teachers sacrifice in the name of keeping child care affordable for parents, in effect subsidizing the market cost of their service.

These problems are serious. Overcoming them requires more than just appealing to the conscience of parents or politicians. An overall solution to the problem of high quality, affordable child care will require the efforts of many players. It will require a broad-based child care coalition which includes a well-organized and vocal work force; an educated public that understands and values good quality child care; legislative and government support for public policies ensuring quality services and sufficient funding; and employment benefits that address the child care needs of families.

The role that child care teachers must play is to expose a professional crisis that requires immediate attention: the problem that program resources are insufficient to attract and retain a qualified work force, and that without a qualified and stable work force, children are at risk of miseducation, neglect and even abuse. Yet exposing this situation is a role most child care teachers find very difficult to play, one which seems to conflict with a strong commitment to care for children and families. It is especially difficult if one has concluded that there can only be more money for staff salaries if parents pay higher tuition fees.

But if we accept this argument that it is teachers' responsibility to keep child care affordable, we are accepting the notion that someone else's needs are more worthy than our own. When child care teachers limit their salary demands in order to protect parents from the full cost of quality child care, they are actually giving parents a false sense of security. Instead of the child care they need and want, parents are often getting untrained and inexperienced teachers who do not know how to care for young children effectively, and who do not stay in the field long enough to gain competence.

Through organizing and negotiating for fair wages and working conditions, child care teachers can begin to overcome these three conditions which block progress toward meeting the full cost of quality care. In the act of negotiating a contract, they will have begun to define the value of their own work by identifying standards of compensation that are acceptable to them. By insisting that fee increases may be necessary in order to cover the cost of better compensation, child care teachers will have challenged the unwillingness of public and private sources to meet the true cost of good child care. And by committing their energies to a collective bargaining process, child care teachers will end the practice of subsidizing the child care system themselves.

When teachers organize, their voices are heard far beyond the work site. Unionized child care teachers have been instrumental in securing legislation for salary enhancement and parent subsidies geared toward improving the quality and affordability of child care in Massachusetts and New York. In several states and at the federal level unions have taken an active role in advocating for legislation and other policies supporting quality improvements in child care.

Unions and the American Labor Movement

Many employment conditions that we take for granted today, such as the eight-hour work day, or laws against child labor, are the result of long labor movement struggles.

Unionized labor began with skilled craftsmen who wanted to preserve the value of their work, and who saw that as individuals they were at the mercy of business owners who set the value of their craft. By the 1930s, the focus of union activity was shifting from individual crafts to the entire work force of particular industries; major gains grew out of major struggles by steel, textile, rubber and auto workers. The Wagner Act, passed in 1935, created the National Labor Relations Board to ensure labor's right to collectively bargain wages and working conditions with employers. After decades of growth, however, unions saw their membership decline during the 1980s, as the Reagan administration created a pro-management environment in which business found it easier and more convenient to keep unions out.

But the 1980s also saw an increase in the unionization of professional and white collar workers—particularly women. Tight economic conditions, as well as expanded personal options, have led to a dramatic increase in the number of women in the work force. But gender inequality in employment remains widespread in our society; the low pay and status of the almost exclusively female child care labor force is a prime example. Many women are joining unions as a way of promoting and protecting their equality as workers. Many are gaining access within their unions to leadership positions and decision-making authority that are still denied them in the work place.

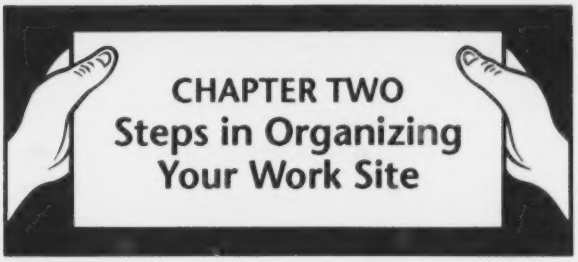
In the education field, public school teachers have turned to unions in order to bring about improved working conditions and job security, a greater voice in school governance and policy, and more public support for education. For many years, teachers had been trained to believe that it was unprofessional to associate with unions, because theirs was a "higher" calling. But by the late 1960s, most teachers had become convinced that just being "professional" was not going to improve their effectiveness as educators. They realized that they would not gain better wages and working conditions until those in control of public and private resources were forced to grant them. With the help of the AFT and the NEA, teachers moved from a "meet and confer" stage of expressing their opinions to administrators and school boards, to a "good-faith bargaining" stage of negotiating the conditions of their employment.

These victories, as well as those by nurses and other human service professionals, have inspired child care teachers in various parts of the country to

organize themselves. The first child care union, called the Nursery School Teachers Union, formed in 1949 in southern California; it is now a local of the AFT. Many other child care organizing drives have taken place since the early 1970s, particularly in Massachusetts, the New York City area, the San Francisco Bay Area, and Wisconsin. For profiles of the most prominent child care unions, see Appendix D. For definitions of common union terms used throughout this booklet, see Appendix A.

If you decide to join a union, you and your co-workers will need to grapple with many issues. Perhaps the most important will be the recognition that joining a union is only one step in effective organizing; advocacy for greater societal support of child care must be an ongoing commitment.

In the following pages we explain basic terminology and facts about unionizing, address some common concerns faced by child care teachers, and provide excerpts from several child care union contracts. This guide offers a general overview of the organizing process, but keep in mind that different unions have different approaches to organizing and strategy, largely determined by the individual needs of each work site and community. For further information about unions or other advocacy efforts affecting child care teachers, we encourage you to contact us at the Child Care Employee Project.



CHAPTER TWO
Steps in Organizing Your Work Site

No two organizing drives are exactly the same. The characteristics of your work site as well as the approach of the union you choose and the organizer assigned to work with you will shape your campaign. The following steps are intended to provide you with a rough sketch, rather than a blueprint, of what's involved in the process.

Step One: Explore and Promote Interest

If you are at the point of thinking about organizing, you are probably dissatisfied with your working conditions and the prospects that they will improve. The decision to form or join a labor union is still rare in the child care field, and may well be seen as disruptive or negative by your co-workers. Respect their skepticism or apprehension about unions; listen to their concerns, and promote an atmosphere of open discussion in which all points of view can be heard. (See also Appendix C for a discussion of common myths about unions and some helpful responses.) Don't be discouraged if you find that there is little evident interest among teachers in your work place or community at this time. It will be part of the union organizer's job to work with you to promote this new idea.

If you sense that your employer might be especially disturbed by a unionizing drive, you should keep your initial exploration confidential. Invite your co-workers to meet in someone's home or in a public place where you can talk comfortably and freely. Share union brochures and newsletters, as well as this booklet, to show your co-workers that some child care teachers have already organized and that some labor unions are seriously involved in the child care field. Discuss the ways in which unions can help teachers to take care of themselves and be more effective in caring for young children.

Step Two: Assess Your Organizing Potential

The best people to promote the idea of unionizing in child care are child care teachers who are working in the community themselves. You and your co-

workers will be the ones who are primarily called upon to talk to others about the problems and concerns you have as teachers, and about how unionizing can improve your situation. A union representative—i.e., an organizer who is a paid member of the union's staff—obviously cannot come into a community and organize a work force single-handedly. The organizer's job will be to work with your local organizing committee to plan and implement a strategy for the union to take root and grow in your community. It's very important, therefore, to assess the potential size and energy of your organizing committee, and to develop a realistic idea of the work involved in becoming organized.

Ask yourselves, for example:

- Do you have a core of people you can count on to coordinate a drive at your site and in the community?
- Will the group share a commitment to persist when the going gets tough?
- How many employees at your work site are strongly committed to organizing a union?
- Can you identify ways to help people become more committed to becoming involved?
- How vigorously do you expect the management of your work site to oppose a unionizing effort?
- Is there a union that might be interested in helping you organize your site or community?

In addition, how sensitized is your local child care community to the need for better compensation? Are there other child care programs that have the potential to become organized? If so, how many? To assess the scope of a community-wide organizing effort, it will be important to know such information as the size of programs and the number of employees; whether they are non-profit, public or proprietary; and whether each program has one or multiple sites. Even if your initial assessment does not show enthusiastic support for unionizing at this time, don't give up. Share your findings with a union representative. There may be other factors that would encourage a union to build more interest.

Step Three: Choose a Union

Choosing a union means finding a good match. Both the employer at your work site and the union must respect and appreciate each other's potential and limitations. As in any relationship, differences may arise, but if your working relationship is to prove successful it will have to be based on mutual trust and a commitment to shared goals. In choosing a union, it is not simply a matter of what you can get from a particular union. The more appropriate question is how likely it is that you and the union can work together to advance the needs and interests of both.

There are several barriers to organizing child care teachers. Child care teachers often do not perceive themselves as the "type" who join unions, and they typically work in small, isolated sites that require a very high level of outreach effort by organizers. Because teacher turnover is so high, sustained organizing can be challenging. You and your co-workers, as well as the union considering committing resources, should explore how you plan to overcome these obstacles.

Some unions have already taken up the challenge. Should you choose to affiliate with one of them, approach the process as an informed consumer; there is specific information you will need to know about your own needs and hurdles, as well as about the performance of the unions you are considering. You may not be able to answer all the questions that follow, but you can begin to identify the important issues in your selection process.

Find out what kinds of experience the union has had in organizing child care teachers; if possible, identify a contact person at one of the child care sites the union represents, in order to get a colleague's perspective on the union's track record thus far. There may be more than one union representing child care teachers in your community, particularly if there are many different types of programs such as Head Start, public schools, private non-profit or proprietary centers. You might start by interviewing the union(s) familiar with your type of program. But it is reasonable to explore more than one union. How does child care organizing fit in with the overall mission of this union? For child care teachers to be well-represented, they will have to remain a high priority part of the membership. How does the union relate to women—an important consideration, given that this is a 97% female work force?

In addition, what resources could the union commit toward your organizing effort? Would there be a person assigned to work directly with you? Is this a person who understands your issues? How much of his or her time would be devoted to your organizing drive?

What other resources could the union provide—for example, office space, duplicating or printing costs, postage, meeting room space or rental, or legal

advice and representation? Of course, you may not be able to get answers to all of these questions in one meeting; more assessment of the scope of the drive may be needed first.

The paid organizing support that you are offered will depend on the demands of the organizing job and the resources the union has to work with. In many organizing situations, it would be unrealistic to expect a full-time organizer to be assigned exclusively to your drive. In some situations where there is a strong core of local support, a union may offer phone consultation and an occasional visit by an organizer; in others, more intensive attention will be needed to get the process rolling. Each situation will have to be evaluated on an individual basis.

Ask, too, how long the union might be willing to make a commitment to your organizing drive. Ideally, you would want a commitment to build an organizing effort for a specified period of time, with clear guidelines for evaluation. Does this union, for example, require a specific number of members to be signed up within a given time in order to continue their involvement?

Ask the union what their initial organizing plan might be for your work setting. Individual organizers and unions have different strategies, and each situation will be unique. Ask a union rep to discuss the options they will be considering. Since you are going to have to carry out the plan, it should make sense to you.

If you consider forming a new union, recognize that option carries its own set of costs and risks. In such a case you will have a great deal of autonomy, but you will also be responsible for meeting all the organizing costs and for providing your own technical assistance. And while you may calculate that your dues could cover the cost of hiring an organizer and some office space and supplies, these resources would most likely prove inadequate in the face of a large unexpected expense, such as a major legal case. It is not uncommon for a large employer to attempt to drain the resources of a union by entering into a protracted legal battle which they can better afford than their employees.

Step Four: Develop and Implement an Organizing Plan

A union doesn't grow overnight. Many workers must be convinced that unionizing is in their best interest. Each organizing effort is unique, but there are some common tasks. People who are interested in promoting the union will need information and training about the union, as well as its objectives and strategies for recruiting members. An experienced union organizer can be a great help to you and your co-workers as you identify strategies, develop resources and build support and solidarity. Your organizing plan may target one

or several sites, or an entire community. An experienced organizer can provide technical assistance to develop a plan with an appropriate focus and the necessary resources to support it.

It will also be important to decide at any early stage who should be included in the bargaining unit. By law, supervisors who have the power to hire and fire employees cannot be included, but it is sometimes hard to define who is a supervisor and who is not. Employers will often want to exclude as many people as possible from the proposed bargaining unit. You and the union rep will have to decide what makes the most sense in your situation. Will non-teaching personnel such as cooks, bus drivers, janitors or health workers be included? Will employees at different sites be part of the same unit? This is an area in which technical expertise is necessary; it may be a matter of labor law interpretation, strategy or the particular union's identity. And no matter what bargaining unit you develop, your employer has the right to contest it—and this may turn into your first area of negotiation.

Step Five: Sign Union Cards to Confirm Membership

Signing a union membership card is the formal way in which you and your co-workers indicate that you want to be represented by the union you have chosen. It is a necessary legal step in the process of unionizing; the cards will be used to show the National Labor Relations Board and the employer that a sufficient number of workers are interested in unionizing.

Step Six: Ask the Employer for Voluntary Recognition (Optional)

If your employer can be convinced that most of the employees want to be represented by the union, and the employer is willing to recognize the union as the exclusive bargaining representative of the employees in the stated bargaining unit, he or she can voluntarily declare such recognition. This is not an uncommon practice in child care settings, where employers and employees often know and trust each other. The employer then signs a form recognizing the union as the formal and exclusive representative of these employees, and states the intention to negotiate in good faith and to attempt to reach agreement on a contract governing all matters of employment.

In some organizing situations, it will be clear that the employer is intent on fighting the union, and you and your union rep will skip this step of applying for voluntary recognition.

Step Seven: Apply to the Labor Board for a Union Election

In cases in which an employer is unwilling to grant voluntary recognition of a union, the law allows most categories of employees to ask the National Labor Relations Board (or the appropriate state agency for public employees) to hold an election, in order to determine whether or not a sufficient number of employees wants that union to represent them. The Labor Board holds an informal hearing with the union and the employer to see whether the bargaining unit is acceptable to both parties, and to set the date for an election. If the employer and the union cannot agree, both sides present their arguments to a formal Labor Board hearing; the board then issues a decision on the bargaining unit's composition and schedules an election.

On the day of the election, a Labor Board representative comes to the work site at a time agreed upon by the union and the employer, to conduct a secret-ballot election in which employees in the bargaining unit vote for or against union representation. The Labor Board counts the votes immediately after closing the polls. If a majority endorses the union, the Labor Board certifies it as the collective bargaining agent for these employees; if the union loses the vote, it must wait one year before another election can be held.

Step Eight: Campaign for the Election

You must ensure that your supporters understand the importance of voting for the union—especially if the employer is busy trying to convince the work force that a union would be bad and/or unnecessary for them and for the child care program. Labor laws, however, do govern what an employer can and cannot promise or threaten to employees who are interested in forming a union. Make sure that you and your union rep keep a careful record of the employer's communications with employees. You might have occasion to file a charge of unfair labor practices, and even gain more support from co-workers in the process. There are also laws that govern how the union may campaign. Your union rep will help you to learn and understand the responsibilities and limits imposed by these laws.

Step Nine: Announce and Celebrate the Election Victory

When you have won the union election, make a big deal of it. Get press coverage. Assure parents that this is the start of a new and positive working relationship. Promote your success within the child care community. Let your employer know that you look forward to a respectful bargaining process.

Celebrate the efforts of all who have worked so hard to reach this point of union certification. Recognize your achievements, and build on that enthusiasm and high morale for the next phase of your organizing drive.

Step Ten: Draft Negotiating Proposals

Most likely, you will have identified important issues during your organizing campaign that you will now want to see translated into provisions of a written contract. In general, your proposed contract should include statements covering all aspects of your employment rights and responsibilities. Often, the union organizer and a contract writing committee—often elected by the membership—will draft an initial set of proposals.

Examples of typical contract language are presented in Chapter 4. Examine them to get an idea of the range of items that other child care teachers have included in their contracts, and to study the kind of specific language that is necessary to minimize ambiguity. Whatever proposals you develop will have to meet the approval of your membership and the union rep. Drafting proposals can be difficult, time-consuming work, but taking the time to prepare a clear, thorough draft will save you a lot of time and trouble when negotiations begin.

Step Eleven: Negotiate the Contract

Negotiating is a process of give-and-take. It can be hard, frustrating and sometimes full of conflict. But if you have reached this stage in your organizing effort, you are well on your way to a collective bargaining agreement. The next chapter will take a more detailed look at the process of negotiation.

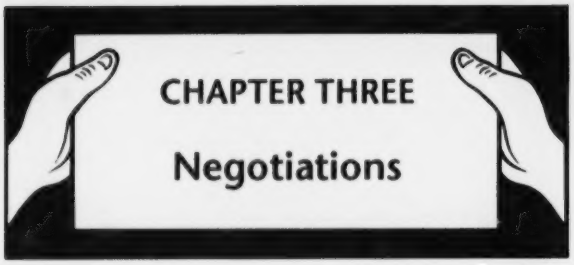
Step Twelve: After the Contract

While a contract spells out the way things **should** happen, it does not automatically guarantee the way they **will** happen—yet it does give you a legally enforceable basis for holding your employer accountable to the agreements you have reached. When an individual or the union rep feels that a provision of the contract has been violated, he or she may begin a formal process to have the alleged violation reviewed and possibly corrected. Employees may file a grievance with the employer; the union may also file a charge of unfair labor practices with the Labor Board.

The legal and financial resources of the union are extremely critical in ensuring that the provisions of the contract will be honored. All union members, but particularly the shop stewards, will need thorough training in understanding

the provisions of the contract and the steps of the grievance procedure. Ultimately, a contract is simply a piece of paper that reflects the balance of power between the employer and employees. The union must be able to show the employer that it has the support and solidarity of its membership, as well as the legal and financial clout, to keep the contract well-enforced.

The work of building and maintaining the union continues even after the contract is signed. Working with your union representative, you will need to continually recruit and train new members for positions within the union. You may also be called upon to share your experiences with other child care workers trying to organize. The union offers members an ongoing opportunity to learn new skills that empower them on the job and in their communities.



CHAPTER THREE

Negotiations

Negotiating a contract is an exercise in sharing power, and a formal opportunity to define the language that describes your conditions of work. Sometimes, negotiation is viewed as a win-lose situation—i.e., in order for the union to gain something, the employer must lose.

While it is true that one or both sides are usually forced into compromising, giving up something they had been determined to keep, negotiation need not be such an adversarial process. The employer and the union will probably identify different priorities, or have different time lines for how and when conditions can be improved, but both parties also share some common goals. Both want an adequately trained, skilled, responsible and stable work force; both want a child care program and working environment that meets the needs of children and adults. It is good to keep these important points of agreement in mind. In addition, as more and more of the child care work force becomes organized, and gains the necessary clout to help the entire industry agree on employment and quality standards, contract negotiations at individual work sites may eventually become much easier.

Of course, your role as an organized work force is also to apply pressure on the employer to give more, especially in the area of wages and benefits, than would be forthcoming otherwise. Your long-term goal might be to raise teachers' starting salaries to $12 or $15 per hour, but you won't be able to jump from your current $5 or $6 per hour overnight; it may take years. Still, such increases may never occur at all if employers remain free to decide salary levels solely on the basis of what they think they can afford.

A contract negotiation is by nature a matter of demanding more than the employer is readily willing to give. Pressure from a union may also give the employer the necessary incentive, at last, to raise parent fees or to confront in some other way the problem of child care affordability.

How much you will ask for is entirely up to you and your union; you will be working together to develop contract proposals and negotiating strategies that are mutually acceptable. The union will advise you on areas in which they feel you are asking for too much or too little. Local union members and union representatives, of course, do not always agree on priorities or strategies; in such situations, each party tries to educate and understand the other, but it is possible

that you and the union may come into conflict over some issues. It is important to understand the boundaries of your local's autonomy, and to have a clear agreement about the union rep's role and personal authority in making final decisions.

The following is a general discussion of the major steps in the negotiation process. The actual process you will follow in negotiations is best determined on a case-by-case basis with the union you have chosen to represent you.

Step One: Reaching Agreement on the Contents of the Proposal

Everyone will probably agree that you need contract provisions covering wages, benefits, specific job responsibilities, grievances, and discipline and discharge procedures. But there may be certain items that some members will consider more important than others. Some may want provisions covering staff input on committees, public advocacy, protection against racist and sexist behavior, staff-child ratios, or even the hours of program operation. You will have to come to an agreement on the general areas to be covered by the contract, and on the specific wording of proposals.

Step Two: Developing an Economic Strategy

In addition to such obvious costs as wages and benefits, many of your contract proposals will also have an economic impact on the program—for example, paid time off for planning and staff meetings, required staff-child ratios, policies for the hiring of substitutes, and reimbursement for training and conferences.

Step Three: Drafting the Proposals

In order to come up with specific contract proposal language, members should first get together to discuss in general terms what they would like to see in a given area. A smaller team can then draft language that they feel captures the majority view on that topic. Finally, members review the draft and come to an agreement. To save time and avoid confusion, final wording changes can be made by the drafting team, rather than in the setting of a large membership meeting.

Step Four: Proposals and Counter-Proposals

Either the union or the employer will begin the negotiation process by presenting its set of proposals. If both parties are very organized, or anticipate a difficult negotiation, they may both be ready to exchange proposal packages.

This is relatively rare in the child care field, however, where small groups of staff and parents are often entering this process for the first time. In most situations, since there has been no contract before, it will be the union that presents a proposal to the employer. It is also a good idea to set a time line for receiving the employer's response and for meeting to discuss areas of agreement and disagreement.

The initial response from the employer is likely to be far less favorable than you had hoped. Don't panic or overreact: remember that negotiation is an extended process of demands and compromises—perhaps even bluffs and threats. You may have asked for two days of paid vacation per month, for example, and your employer may counter by offering five days per year, after one year of work. While these positions are far apart, you are only beginning. It may seem vital for either side to hold firm on a given item at the beginning of negotiations, but at a later stage compromise may seem much easier, especially if only a few points stand in the way of a completed contract.

But completing the contract may indeed take a long time—usually much longer than you think it will. Both the union and the employer may become frustrated with the amount of time needed to develop, exchange and study proposals, develop counter-proposals, and caucus with constituents. Of course, it is much "easier" and far less time-consuming for the employer to call the shots, but is that preferable? Negotiation is especially time-consuming when both parties are new to the process and are trying to fit it into their normal work lives.

It is also important to consider the emotional pressures inherent in this process. A negotiated contract is an agreement to re-distribute and share power, and it is very easy to get your feelings hurt along the way. Staff can easily feel undervalued and minimized by an employer's unwillingness to yield to their demands; employers, on the other hand, can easily feel unappreciated for their attempts to do the best they feel they can. This is especially likely in the child care field, where most employers don't have an excess of profit and are only slightly better off than their employees. Employers can easily feel that staff have turned on them, care only about money and are making unreasonable demands—but it's very hard for underpaid child care teachers to hear their proposals for fair wages characterized as unreasonable.

Step Five: Ending Negotiations

When the bargaining teams have reached tentative agreement on the contract, it must be submitted to your membership for final approval. Assuming that you have been working closely with your union rep, the contract is probably in a shape that the union itself will approve. Congratulations! You now have the legal protection of a document designed to guarantee fair and decent employment for you and your co-workers.

Step Six: Beyond a Contract

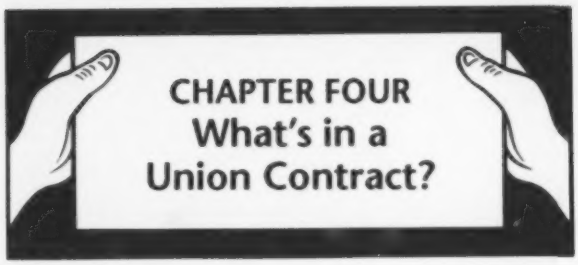
As you have probably realized during the negotiation process, all the problems facing you and your co-workers can not be solved at your work place, even with the best of contracts. Child care services require more public and employer support if child care teachers are going to be compensated fairly and if children are to receive the quality of services they deserve. As a unionized child care teacher, you have the potential of making a greater impact on child care policy.

With a unified voice there are many things child care teachers can do:

- Consider forming a public policy committee and becoming involved in advocacy efforts for more federal and state funding. Most unions have a legislative office at the state and federal level. Ask for their support in securing better child care policies. Many are already involved. Unionized child care teachers were in the forefront of efforts in Massachusetts and New York to secure state salary enhancement legislation and many unions played a key role in securing recently passed federal child care legislation.

- Join other coalitions in your community that are working for quality child care. Many professional groups and unions are working to address the staffing crisis. Organized teachers can play an influential role in raising consciousness about better working conditions and pay throughout the community. As more teachers are organized, their voice is strengthened in negotiating contracts, reimbursement rates and other policies that effect the quality of child care.

- Share information about child care with other workers in your union and the community. Unions are actively involved in negotiating child care agreements for their members, who are potential allies in the struggle for quality child care.



CHAPTER FOUR
What's in a Union Contract?

This chapter provides an overview of the items typically found in contracts between unionized child care staff and their employers. Examples are drawn from contracts supplied by the five unions most actively involved in organizing child care workers: AFSCME, AFT, District 65/UAW, NEA and SEIU. The examples were not necessarily selected because they are the most desirable, but because they give a flavor of the language used and suggest a range of possible formulations.

When you actually reach the point of writing a contract, the union you work with will be able to supply copies of contracts for you to adopt and/or modify. The Child Care Employee Project also has a variety of child care contracts on file; please contact us for further assistance.

The provisions of union contracts generally fall into four major categories:

- Union-management relations;
- Employee working conditions;
- Wages and benefits;
- Employer expectations, and procedures for discipline and discharge.

Section 1: Union-Management Relations

Recognition

This section acknowledges that the union is recognized as the exclusive bargaining representative for all employees in the stipulated bargaining unit. The job titles included in the bargaining unit are usually identified here.

Union Rights and Business

This section identifies the conditions of union membership, whether membership is voluntary or is a condition of employment, when workers become union members, and the procedure for dues collection. It also spells out

the conditions under which the union can meet at the work site, how it can distribute information to its members, and how the union and management will share information.

> *The Board shall furnish the union president with the following documents and information as they are received, completed, approved, compiled, or as otherwise indicated:*
>
> *a) Board agendas; b) Official minutes of Board meetings will be posted on the bulletin board; c) School policy and procedures manual and revisions; d) Current fiscal year budget; e) The list of new employees shall be given to the union by July 1 of each year and a list of persons employed after that date shall be made available on a monthly basis.*
>
> (The Children's Center Federation of Teachers, Local 4485, IFT/AFT, AFL-CIO)

Management Rights

This section affirms those areas in which management retains full responsibility and decision-making authority. Typically, these may include such practices as hiring, scheduling, hours of operation, supervision and evaluation of employees, establishment of operation policies, budget development, and allocation of financial resources.

Staff Input to the Board or Advisory Committee

Many child care programs have provisions for staff involvement on boards or advisory committees; such involvement would be described in this section.

No Strike or Lockout

Many contracts include provisions that employees will not strike, engage in work slowdowns or stoppages, or support other strikes as long as the contract is in effect. This gives some security to the employer, but retains the union's right to strike if and when the contract expires. Similarly, many employers agree not to lockout employees during the time the contract is in force.

Terms of Agreement

This clause specifies the dates when the contract will be in force. Sometimes included in this section are provisions for modifying the contract, or conditions under which certain sections may be reopened for negotiation.

Types of Employees

Employers usually differentiate between permanent, temporary and substitute employees. This section generally spells out which benefits and responsibilities pertain to each group.

Probation

Here the contract specifies the employee probationary period, under what conditions it applies, options at the end of the probationary period, conditions under which probation may be extended, and employee rights and benefits during probation.

Job Descriptions

If not actually contained in the contract, this section describes where such job descriptions are to be found, and any role the union might have in modifying them.

Hours of Work/Workload

This section defines employees' normal work period, paid and unpaid: the number of hours of direct work with children, lunch time, breaks, planning time, staff meeting time, parent conference time, and conditions and rate of overtime. A workload provision would define the work to be performed during hours of employment; it may refer solely to the job description, or may differentiate between typical and emergency work expectations.

> *Full-time staff shall be paid one hour per day for time spent away from children for purposes of planning activities to benefit the program....The center shall be closed for staff in-service planning and preparation for one day prior to the start of the fall semester and one day prior to the start of the spring semester.*
>
> (Bernie's Place, Inc., Wisconsin Child Care Union, District 65/UAW)

Training

A training clause defines what kinds of in-service training will be provided, and what support the employer offers for continuing and professional education. Support may include a cash amount to be used for class tuition or conference fees, and paid time off to attend training events.

Employees may be granted released time, not to exceed five (5) hours per week, to pursue courses related to the job, at the discretion of the Director. An employee with three (3) years or more service in Head Start may be granted up to one (1) year education leave, without pay, for job related courses without loss of seniority.

(New York City Head Start, AFSCME)

Reduction or Changes in Hours

These provisions define how and under what conditions the employer may change or reduce an employee's hours. Covered in this section are conditions for laying off an employee. Many unions attempt to have layoffs determined on the basis of seniority, while others attempt to negotiate alternative procedures.

In the event a layoff becomes necessary, the employer and District 65 agree to meet to explore options that may lessen the impact of the layoff, including job sharing, voluntary layoff, voluntary leaves of absence, reduction in work hours, etc. If no agreement can be reached on the options noted, then the employer agrees first to layoff temporary employees, then its introductory employees and then if necessary its permanent employees.

(San Francisco Head Start, District 65/UAW,)

Substitutes

Many union contracts stipulate that the employer must develop an adequate pool of substitute teachers, offer them orientation and training, and hire them when permanent teaching staff are unavailable because of illness or other planned absence.

A list of substitute assistant teachers will be maintained by the administration. This list will include parent volunteers, and others recommended by the staff at each site and mutually agreed to by that staff, in accordance with their observations of the effectiveness of those persons in the classroom with the children.

(Early Childhood Federation, Local 1475, AFT)

Evaluations

A contract provision on evaluations of employee performance should cover the areas of timing, content and proper procedure. Evaluations are not only a positive component of professional development for staff, but an important safeguard against inappropriate disciplinary action.

The purpose of performance evaluations is to assess the employee's strengths and weaknesses in relation to the requirements of the job. Employees should be given on-going verbal feedback as to the adequacy of their job performance. In addition, written evaluations should be given just prior to the completion of the probation period and annually thereafter. The employee shall acknowledge reading the evaluation by signing the copy to be filed with the understanding that such signature merely signifies that the performance evaluation has been read, and does not necessarily indicate agreement with its content. A copy of the performance evaluation shall be given to the employee upon signing. Any disagreements to the evaluation shall not be subject to the grievance procedure.

(Berkeley/Richmond JCC, Local 535, SEIU)

Health and Safety

A sound health and safety policy is very important in child care programs because of the prevalence of contagious disease among young children, and because of the need to create a safe environment for children and staff. The policy should include procedures for taking care of sick and/or contagious children, and sanitary food preparation and toileting practices. Language that specifies potentially unsafe situations, and the responsibilities of the employees and employer in preventing them, are often included in this section.

Hiring

Contracts often spell out the procedure for advertising job openings, advance notification of such openings to current staff, and transfer and promotion policies. They should also include a non-discrimination clause protecting not only various groups of people, but actions and behaviors such as union activity.

All job vacancies shall be posted for five days so that all employees shall have a chance to bid for any opening prior to hiring from outside sources. Between existing employees, the principle of seniority shall prevail, provided merit and ability are equal.

(Good Beginnings Infant & Toddler Center,
Local 415, SEIU)

Salaries

Included in this section are base salaries for each position, any scheduled salary increases based on training, cost-of-living adjustments, and merit or negotiated raises. This section also includes pay periods and payment dates.

> *The District shall increase the unit's salary schedule by 2% effective July 1, 1989. The District further agrees to pay a one-time bonus of 3% of each unit member's base salary after the 2% increase has been calculated. Effective July 1, 1991, the District shall increase the unit's salary schedule by an amount equal to the COLA minus 1/2%. COLA is defined as the percentage increase in the District's unrestricted, undesignated General Fund provided by the State.*
>
> (Educational Support Personnel of Oakland, CTA/NEA)

Health/Dental/Life Insurance

This section includes a description of these benefits, employee eligibility requirements, the percentages of employer and employee payment, and conditions under which the employee may retain benefits in cases of leave or termination.

Paid and Unpaid Time Off

Included in this section are such benefits as vacation time, sick time, holidays, personal days, as well as any specially negotiated items, such as training or child care advocacy days. Other time off would include maternity and paternity leaves, jury duty, bereavement leave, and extended sick leave. Some of these might be unpaid, or only partially paid; for example, a six-week paid maternity/paternity leave, with the option to take the remainder of a year unpaid.

For each type of paid leave, the contract will spell out eligibility, accrual rate, allowable accumulation, and any conversion to payment if unused. The contract may spell out in some detail when sick days may be used and under what conditions. For extended leaves of absence, paid or unpaid, the contract should also stipulate a decision-making procedure, duration of leave, reinstatement rights, and any impact on seniority and benefits.

> *An employee may request an unpaid leave prior to and following pregnancy leave or childbirth for a period of one year. An employee whose spouse is pregnant or an*

employee involved in adopting a child may request an unpaid leave for a period of one year. Such leaves may be extended for one-year periods upon request and approval by the District to a total maximum of three years. Employees on a non-paid maternity leave shall have the same fringe benefits as stated in Pregnancy Leave for that period of time the physician certifies that they are disabled.

(Oakland Education Association, CTA/NEA)

Mileage and Other Expense Reimbursement

In addition to mileage, bus fares, tolls and parking, there are many other out-of-pocket expenses that child care teachers frequently incur, such as purchase of classroom supplies. Contract provisions for reimbursement should include amount limits, receipt requirements, authorization policies and vendor specifications.

Employee Child Care

A favorite benefit is reduced-price child care services for employees, usually at the site where the employee works. Contract provisions stipulate eligibility requirements, specific tuition and fee levels, and policies for the care of more than one child in a family.

Retirement

Many child care programs have begun contributing to IRAs or similar funds for their employees. But many child care employees do not have the discretionary income necessary to match an employer contribution. Retirement benefits can sometimes be negotiated as one option on a "cafeteria" plan, in which employees select those benefits that most suit their needs. Contract provisions would stipulate eligibility requirements, employer contributions and maximum contribution levels.

Section 4: Disciplinary Measures and Grievances

Discipline and Discharge

This section specifies the conduct for which an employee may be disciplined and/or discharged, the procedure used to determine whether discipline is warranted, the options available to the employer, and the role of the employee in the discipline process. A union will seek to guarantee that employees are disciplined or discharged only for just cause.

Grievance Procedure

A strong grievance procedure is a central part of an employee's protection against contract violations by the employer. Grievance procedures usually include several steps of review, beginning with the immediate supervisor and progressing to others with higher levels of authority. At each step of the procedure, all parties would be governed by certain time limits for initiating a grievance or for responding to it; such time limits, as well as reporting specifications, are extremely important. As a final step, unions often seek—and employers are often strongly opposed to—a provision calling for a binding arbitration by a third party.

> **Step 1:** *The aggrieved employee and/or his Steward or Representative shall within thirty (30) working days of the occurrence take up the grievance with the Head Teacher in an effort to get the grievance resolved immediately. If the grievance is not settled informally at this decision, then the grievance will be reduced to writing and submitted to the Executive Director within five (5) days of this decision. The Executive Director or his/her designee will adjust the grievance at once or give an answer to the Union in writing within five (5) working days of receipt of the grievance.*
>
> **Step 2:** *If the aggrieved party or the Union is not satisfied with the answer given by the Director, they may elect to submit the grievance within five (5) working days to the Human Resources Administrator. The Human Resource Administrator or his/her designee will arrange a hearing with the grieving party and the Union within fifteen (15) days after receiving the grievance in an attempt to resolve the issue. If the grievance is not resolved by the Human Resource Administrator or his/her designee at the hearing, an answer will be submitted to the Union and the aggrieved in writing, within five (5) working days after the above hearing has been held. (Additional steps follow these in the full contract.)*
>
> (New Haven Day Care Council, AFSCME)

APPENDICES

APPENDIX A: GLOSSARY OF COMMON UNION TERMS

AFFILIATION The process whereby a group of employees joins a union and agrees to abide by the terms and conditions governing the rights and responsibilities of their relationship with that union. Also refers to agreements between two or more unions. An affiliation agreement is a formal statement of this relationship between organizations.

AGENCY SHOP Term applied to a work site where all employees in bargaining units covered by the collective bargaining agreement must either become union members or pay a fee, usually comparable to union dues for member employees, as a condition of employment.

ARBITRATION The process of using a neutral third party to decide disputes between parties who disagree. When management and the union cannot reach agreement on a contract, they may agree to use the services of an arbitrator and to accept that person's proposed solution. The American Arbitration Association is a provider of this service.

BARGAINING COMMITTEE The union representatives who meet with management representatives to negotiate a contract. The Bargaining Committee is often elected by the union membership, may include a union staff person, and speaks for the membership during negotiations. This committee may also draft the contract proposals and counter-proposals.

BARGAINING UNIT Those employees and job categories that will be covered by the provisions of the contract. Often, not all employees at a work site will be included in the bargaining unit. Supervisors, typically, are excluded by law.

CAUCUS An informal and private meeting of the bargaining committee during a negotiating meeting; a brief time-out to share reactions or to plan strategy in a closed and confidential setting.

CERTIFICATION A judgment by the National Labor Relations Board that a particular union is the sole representative of a group of employees. The NLRB

makes this judgement after holding a secret-ballot election to determine whether or not the employees at a given work site want to be represented by a particular union.

COLLECTIVE BARGAINING The process whereby union and management representatives meet in good faith and attempt to come to mutual agreement on conditions of employment. In most situations, management is required by law to engage in good-faith collective bargaining with a union that has been certified as representing that organization's employees.

CONTRACT A written document that spells out the terms and conditions of employment as well as the rights and responsibilities of employer and employee. This document applies to a specified group of employees for a specified period of time. Adherence to the terms of the contract is enforceable under the provisions of the National Labor Relations Act or appropriate public sector law.

DUES An amount of money, often a percentage of monthly salary, paid by union members to their union. Dues usually go into effect after a contract is signed and are often deducted by the employer from the employee's paycheck and forwarded to the union office. Dues pay for a wide range of union services.

GRIEVANCE A formal process for investigating and correcting an employer violation of the terms of the contract. Individual union members, with the help of their steward, can file a grievance with their employer. The grievance procedure to be followed is one of the items to be negotiated and specified in the contract between union and management.

IMPASSE The status of negotiations that are deadlocked. If neither side is willing to modify their bargaining position, and a certain number of exchanges to resolve the deadlock have been held, either side may declare negotiations to be at an impasse, and either break off negotiations or begin a process of third-party arbitration if such a process has been established.

LOCAL A distinct governing unit of a union. All individual work sites having some criteria in common, such as the nature of their work or their location in a given community (city, county, or state), are members of a particular local.

NLRB National Labor Relations Board, the body charged with enforcing the provisions of the National Labor Relations Act, which was enacted to define,

encourage and protect the rights of private sector employees to bargain collectively through representatives of their own choosing. The NLRB is the body which unions petition to certify that they represent employees of a particular employer. It is also the body to which unions appeal unfair labor practices. For public sector employees, the government body that enforces labor laws relating to organizing will vary from state to state (see Appendix B).

NEGOTIATIONS The process of discussion between the employer and the union for purposes of coming to agreement on the provisions of a contract governing employment conditions and the rights and responsibilities of labor and management.

OPEN SHOP An employment situation in which workers are not required to join the union and in which no fees or penalties are assessed for those who choose not to join.

PETITION A document filed by the union with the NLRB or appropriate state agency for public sector employees, requesting that the NLRB or appropriate agency conduct an election to certify that employees wish to be represented by the union.

PROPOSAL A suggested resolution of a particular item in a contract. In the negotiating process, each side develops proposals addressing items to be covered in the contract. Proposals may be adopted, modified or rejected.

RECOGNITION The designation of a particular union as the sole bargaining representative of a group of employees. An employer may voluntarily grant recognition to a union that requests it unless another union is competing for recognition.

SHOP A particular work site. In child care, this term may refer to an individual center.

STEWARD A union member, usually elected by the members of a particular shop, who represents the members in dealings with management. The union often negotiates paid time for the steward to attend to union business on behalf of the members at a given work site. The steward often helps members handle grievances or understand the provisions of the contract. The steward is also the main conduit of information between the union and the members.

UNFAIR LABOR PRACTICE Any activity on the part of the employer or the employee that violates the provisions of the National Labor Relations Act. A charge of an unfair labor practice may be filed with the National Labor Relations Board. The NLRB will investigate the charge, and if it is found to have merit, an NLRB attorney will prosecute the case on behalf of the charging party.

UNION CARDS Also known as authorization cards, these are a formal request by an employee to be represented by a particular union in collective bargaining with his or her employer. They are used to demonstrate interest in and commitment to a particular union, as well as to gather relevant contact information. Rules for public sector employees may vary depending on the state or locality. To petition the NLRB for certification as the exclusive bargaining representative of a group of employees, the union must present authorization cards signed by at least 30% of the employees in the unit.

UNION ORGANIZER A paid employee of the union who helps build the structure and the resources necessary for workers to organize and negotiate a collective bargaining agreement with their employer. An organizer may help to stimulate interest, develop and implement organizing strategy, and provide technical assistance to local volunteer organizers.

UNION REP A representative of the union who may or may not be an organizer. The union rep provides technical assistance and guidance during organizing and negotiations. Often the union rep has the responsibility to ensure that the efforts of the union local are compatible with the goals and expectations of the parent union. The union rep usually plays a major role in identifying and securing the financial resources necessary to support the local.

UNION SHOP An employment situation where workers must join the union as a condition of employment. From the union's point of view, this is usually the most desirable arrangement—as opposed to agency or open shops—since it promotes union continuity and maximum dues support. In many employment situations, this is a key negotiating item with high priority for the union.

APPENDIX B: LEGAL RIGHTS AND ISSUES IN UNIONIZING

National Labor Relations Act

The NLRA was enacted by Congress to define, encourage and protect the rights of employees working in private programs to organize and to bargain collectively through representatives of their own choosing. The Act is enforced by the General Counsel of the National Labor Relations Board and its various regional offices throughout the country. The Board's chief functions involve conducting secret-ballot elections among unorganized employees and enforcing the rights of unions, employees and employers by the investigation and prosecution of unfair labor practice charges.

Employees have the right under Section 7 of the NLRA to join or support a union and to :

- Attend meetings to discuss joining a union.
- Read, distribute, and discuss union literature at the work site, as long as this is done in non-work areas during non-work times, such as during breaks or lunch hours.
- Wear union buttons, T-shirts, stickers, hats or other union items on the job.
- Sign a card asking the employer to recognize and bargain with the union.
- Sign petitions or file grievances related to wages, hours, working conditions and other job issues.
- Ask other employees to support the union, to sign union cards or petitions, or to file grievances.

Under Section 8 of the NLRA, an employer cannot legally punish or discriminate against any worker because of union activity. For example, an employer is forbidden by law to:

- Threaten to or actually fire, lay off, discipline, harass, transfer or reassign employees for supporting a union.
- Favor employees who do not support the union, over those who do, in promotions, job assignments, wages, hours, enforcement of rules, or any other working condition.
- Shut down the work site, or take away any benefits or privileges which employees already enjoy, in order to discourage union activity.
- Promise employees a pay increase, promotion, benefit, or other special favor for opposing the union.

To establish a union at a work place, a majority of the employees must express support for the union. In most situations, the employees prove majority support through a secret-ballot election conducted by the NLRB. After a union's election victory is officially certified by the NLRB, the employer is legally required to negotiate "in good faith" with the union to develop a written contract governing wages, hours and other working conditions.

The employer's good-faith bargaining duty does not mean that the parties must reach an agreement, but it does include the obligation to:

- Meet and confer at reasonable times.
- Supply, upon request, relevant and necessary information so as to permit the union both to police the labor agreement and to bargain intelligently and effectively.
- Refrain from unilateral action with respect to changes in terms and conditions of employment.
- Refrain from bargaining directly with employees or otherwise trying to undermine the union.

NLRB Jurisdiction

A child care program must have a gross annual income of $250,000 or more before the NLRB will assert jurisdiction. If the NLRB does not cover your work place, you may be covered by a comparable state labor law. If you are excluded from NLRB jurisdiction or similar state protection, you still have the right to join or form a union, but you will lack an administrative agent to represent you for free if a dispute with your employer arises. However, you are entitled to job protection for organizing and you can file a lawsuit on your own or under the auspices of the union you join.

Legal Protection for Those Not Covered by the NLRA

If you work for a public school program, a church-operated program or a multi-site child care company, NLRB jurisdiction may not apply. Programs "adjunct" to public school systems may not be covered by the NLRA since an employer who is a state or political subdivision is specifically excluded from coverage. Likewise, federal law prohibits the NLRB from asserting jurisdiction over teachers in church-oriented schools, except in situations in which the program is operated on a non-sectarian basis, accepts state agency referrals, receives government money or operates in the same way as a secular child care program. Regarding multi-site programs, NLRB jurisdiction depends upon the degree of centers' autonomy in determining hiring and firing, and in setting wages and working conditions, and the extent to which personnel are interchanged between centers.

Accurately assessing NLRB jurisdiction in these and other settings can be a highly technical procedure requiring competent legal assistance. The union you work with, as well as the NLRB office in your region, can assist with this determination.

Public employees do have the right to join a labor union or to organize their co-workers and form a labor union. Though they are not protected directly by the provisions of the NLRA, their efforts to unionize are protected by the free speech and other provisions of the U.S. Constitution. Each state is different in the regulations it has enacted governing the organizing rights of public employees. Comprehensive collective bargaining laws governing public employees have been enacted in 30 states and the District of Columbia; three states (North Carolina, Texas and Virginia) have laws prohibiting collective bargaining by public employees.

One useful reference for anyone involved in organizing in the public sector is ***Public Employee Organizing and the Law*** by Michael T. Leibig and Wendy L. Kahn (Washington, D.C.: Bureau of National Affairs, Inc., 1987). It contains a detailed review of public employees' constitutional rights and state by state analysis of collective bargaining rules.

APPENDIX C: TEN MYTHS ABOUT UNIONS AND SOME HELPFUL RESPONSES

One: Unions pit teachers against parents.

It is true that the activity of a unionized work force will very likely result in increased child care costs. That does not mean that unions expect that cost to be paid entirely by parents. Unionized teachers and parents should be allies working for quality, affordable child care. Unions are willing to work **with** parents to get the help they need to afford quality child care; but working **for** parents, in the sense of keeping child care affordable by working for inadequate wages, is an unreasonable expectation. Many parents can be allies in a unionizing effort. Some may be union members themselves, and most will share your concern for quality child care. Show them research material, available through CCEP, that demonstrates the relationship between teacher compensation and child care quality. Don't allow the center management to portray teachers as selfish; establish good communication with parents and work to get them on your side.

Two: Unions create adversity between teachers and management.

Unions are the mechanism teachers use to guarantee a voice in setting fair wages and working conditions. As long as teachers and management respect one another, the process of organizing and collective bargaining need not lead to adversity. When management insists on retaining all decision-making power, the result can be adversity, but it is not a conflict created by the union.

Three: Unions represent control by outsiders.

The teachers at a child care work site, working together with union reps and organizers, **are** the union. The union may draw upon the resources of a headquarters outside the community, but that is a decision of the workers at that site. Teachers choose a union that helps represent their interests, not one that dictates policies and practices that are at odds with the needs and goals of the local union members.

Four: Unions eliminate flexibility.

A written contract does intend to identify specific job rights and responsibilities of employees. Union and management can agree to retain certain kinds of flexibility that are in the best interests of the program, as long as that flexibility does not infringe on the rights of the employee. What a good collective bargaining agreement does try to eliminate is arbitrary application of work rules or rewards that benefit management and exploit the employee.

Five: Unions always strike to get what they want.

Ninety-seven percent of all union contracts are settled without recourse to strikes. A strike is only the last recourse of an organized work force; both labor and management know that a strike can have very difficult consequences for both sides, and thus it is not an option that is considered lightly. No one can make workers go out on strike. If workers decide to strike, it will be because they feel they have exhausted every other means available to influence their employer's behavior.

Six: Unions cost employees more than they get in return.

Union members do have to pay for the support, technical assistance and protection that their union offers. They pay in the form of dues, as well as volunteer involvement in the union. Only union members can decide whether that investment is worth it. It is they who will have to decide how much their work lives are enhanced by winning a voice in decision-making, wage and benefit increases, a written contract, and the legal and financial support to uphold the contract.

Seven: Unions do nothing to promote quality early childhood education.

An adequately trained and stable work force is the most crucial component of quality early childhood education. Wages and working conditions sufficient to attract and retain such a work force are the cornerstone of any effort at quality enhancement. The National Child Care Staffing Study found that child care programs whose staffs were unionized provided higher quality services to children. In addition to negotiating supportive working conditions, labor unions work in political coalitions to support public policies that enhance quality, affordable child care, and undertake public education campaigns in support of quality child care policies and funding.

Eight: Unions will drive child care operators out of business.

The high rate of teacher turnover and the inability to find qualified staff are driving child care operators out of business. It is true that a unionized work force will probably force increases in the cost of delivering child care, and operators who are unwilling or unable to pass that increased cost on to consumers, or to work toward other solutions to the problem of child care affordability, may face financial crisis. But unions do not intentionally set out to drive an employer out of business; they do have a stake in the continued employment of their members.

Nine: Unions protect incompetent workers.

Unions try to protect all workers from unjust and arbitrary actions by their employers. As long as procedures are established and followed to guarantee that discipline and discharge occur only for just cause, a union will not seek to maintain the employment of an incompetent employee. Responsible unions agree that it is management's right to discipline and discharge employees when necessary and appropriate.

Ten: Unions are only an option for men.

Unions are for all working people. They are an especially desirable option for traditionally powerless groups of workers such as child care teachers. During the past two decades, the greatest labor movement growth has occurred in professions in which women are predominant, including teaching and clerical work.

APPENDIX D: UNION PROFILES AND CONTACT INFORMATION

The following profiles were provided by the foremost unions representing child care teachers. Contact the national office of these unions for information about locals in your community representing child care employees. Other unions are also involved in the child care field; please contact us at CCEP for further information, or to let us know about union activity in your community.

American Federation of State, County and Municipal Employees (AFSCME)

National Office:
AFSCME
1625 L Street, NW
Washington, DC 20036
202/429-1260
Contact: Field Services

AFSCME represents some 1.3 million public employees around the country. Over half of this number are women. For decades, AFSCME has been fighting for pay equity, promotional opportunities, and quality child care, and against sexual harassment and all other forms of work place discrimination.

On the issue of pay equity, or equal pay for work of equal value, AFSCME has used the bargaining table, the courts and legislative action to obtain fair pay for jobs held primarily by women. In the last decade AFSCME has obtained half a billion dollars in pay equity upgrades for workers in female dominated jobs.

AFSCME represents some 10,000 child care workers nationwide. AFSCME councils or locals in Connecticut, Minnesota, New York, Ohio, Pennsylvania and Texas represent child care workers. AFSCME Council 1707 represents 6,000 workers at 343 day care centers throughout New York City. The Council also represents Head Start teachers in more than 120 Head Start centers throughout the City of New York. The Council has not only improved the wages and benefits of child care employees, but has become a major advocate of child care services and increased compensation for child care workers in the state.

American Federation of Teachers (AFT)

National Office:
AFT
555 New Jersey Avenue, NW
Washington, DC 20001
202/879-4520
Contact Person: Tish Olshefski

The American Federation of Teachers represents approximately 800,000 school and public employees across the nation. It has been at the forefront of unionizing the nation's teachers for more than 75 years, promoting unionization and collective bargaining during the period when public school teachers were expected to be "professional," i.e. "above" mere economic concerns. The AFT has also been a leader in organizing education paraprofessionals and other school employees since 1969.

The AFT currently represents more than 6,000 early childhood teachers and paraprofessionals. Its largest affiliates are in major urban areas where teacher and paraprofessional bargaining units usually include employees in Head Start and Get Set programs. These cities include Atlanta, Boston, Chicago, Detroit, Minneapolis, New York, Philadelphia, Pittsburgh, St. Louis, Washington, D.C. and others. In addition, the AFT represents employees at Head Start centers and community child care facilities in California, Illinois, Montana and Oregon. The largest affiliate is the Early Childhood Federation, AFT Local 1475, which represents 1,100 teachers and assistants at twelve facilities in California.

District 65/United Auto Workers

National Contact:
District 65/UAW
150 Fearing Street
Amherst, MA 01002
413/584-4905 or 617/262-6333
Contact Person: Nancy deProsse

With more than one million members, the United Auto Workers (UAW) is the second largest union in the U.S. Despite its name, the UAW includes a wide range of working people. In addition to child care workers, District 65/UAW members include other human service workers, lawyers, travelling sales people, warehouse and factory workers, and publishing and retail workers. Nearly half of District 65/UAW members are women, and over one-third are from minority backgrounds. District 65 has a long history as a progressive independent union, beginning in the 1930s with representing exploited immigrant workers on New York City's Lower East Side. In 1979, District 65 affiliated with the International United Auto Workers to gain additional resources and political leverage.

District 65/UAW now represents nearly 1,500 child care employees in various regions of the country. It began organizing child care employees in Boston in 1978, when a group known as Boston Area Day Care Workers United (BADWU), which had been working to improve child care workers' status, wages and working conditions in their community, chose to affiliate with the union. The Child Care and Human Services Local of District 65/UAW now represents 1,000 child care employees throughout Massachusetts. District 65/UAW also represents child care employees in California, Illinois, Michigan, Minnesota, New Jersey and New York.

Recently, District 65/UAW won a major legal decision against Kinder-Care Learning Centers, Inc., the nation's largest for-profit child care chain operation. District 65/UAW supported teachers who were fired for speaking to parents about their working conditions during an organizing drive. In May 1991, the National Labor Relations Board began enforcing a ruling that Kinder-Care policies, which prohibited employees from talking to parents about their working conditions, constituted an unfair labor practice. The Board ordered Kinder-Care to post a notice in its 1,400 centers nationwide saying that it had violated labor law, and clarifying that employees did have the right to speak about their wages and working conditions.

National Education Association (NEA)

National Office:
NEA
Affiliate Services
1201 16th Street, NW
Washington, DC 20036
202/822-7144
Contact Person: Teresa Rankin

NEA is the largest union in the U.S., representing 2.1 million education workers nationwide, at all education levels from preschool through university. The vast majority of these members work in public education facilities. NEA has been working to improve public education and to advance the rights and compensation of teachers and all education workers since it was founded in 1857.

In 1990, the NEA adopted the position that public schools should be the primary provider of high-quality early childhood education programs designed to serve children ages three to eight. The Association is committed to supporting and collaborating with other early childhood advocates, and believes that the strongest assets of the NEA include the power of an organized profession, a commitment to the highest standards in teaching practice, effective advocacy of excellence and equity in education, a strong commitment to multi-cultural education, and experience in using the tool of collective bargaining to determine and improve the conditions for teaching and learning.

The NEA has state affiliates in every U.S. state, as well as in Puerto Rico, Washington, DC., and in the U.S. Department of Defense Dependent Schools around the world, and each state affiliate reports the representation of some child care employees. NEA and its state affiliates organize and represent child care employees who work in public education facilities. In Oakland, California, for example, 125 teachers and 180 instructional assistants are represented by the Oakland Education Association. The Illinois Education Association represents approximately 300 teachers and assistants in Head Start, Child Development and Early Childhood Education programs at Southern Illinois University.

NEA membership currently includes 8,000 preschool teachers, and several thousand instructional assistants and other preschool personnel. They constitute a rapidly expanding segment of NEA's membership, and represent a high priority for NEA in its ongoing efforts to improve public education and the treatment of education workers.

Service Employees International Union (SEIU)

National Office:
SEIU
1313 L Street, NW
Washington, DC 20005
202/898-3277
Contact: Department of Organizing and Field Services

SEIU represents nearly one million members across the U.S. and Canada in both the public and private sectors. The bulk of SEIU's members work in health care, janitorial services, clerical or other office work, or one of several industrial occupations. SEIU grew out of a private-sector union representing apartment janitors in Chicago, and has been in existence for over 90 years.

SEIU represents between 1,000 and 1,500 child care workers across the country in a variety of work place settings. Many members work in small centers, and some are employed by larger city, county or statewide bargaining units. Many SEIU members work in facilities for developmentally disabled children.

In California, SEIU represents child care teachers in Santa Cruz, San Jose, Oakland and Emeryville, as well as teachers employed by the Jewish Community Centers throughout the state. Teachers employed by the University of Oregon in Eugene and Portland are SEIU members. SEIU also has multi-site representation of child care teachers in Newark, New Jersey and in Boston, Massachusetts.

SEIU has recognized the connection between good pay and quality child care, and has conducted a survey at 21 centers where they represent child care teachers in order to examine the connection between working conditions and child care quality. They found that the child care employees they represented started at an hourly wage 36% above the national average, and had a staff turnover rate that was half the national average. They also found that SEIU-organized teachers were better able to attend to each child's individual needs, because unionized centers consistently provide staffing levels that surpass those required by law.

The **Child Care Employee Project (CCEP)** is a national resource and advocacy organization dedicated to improving the quality of child care through upgrading the compensation and training of child care providers. CCEP members receive: three issues of our newsletter *Child Care Employee News*; an annual supplement reviewing salary and benefits data nationwide; at least one new CCEP publication each year, as well as a 20% discount on all CCEP materials; and personal assistance from CCEP staff in addressing child care work place or organizing issues in your community. Join us today!

Sustaining Membership:
$100/year $90/year for child care workers

Supporting Membership:
$50/year $40/year for child care workers

Regular Membership:
$25/year $15/year for child care workers

Organization/Center Membership:
$35/year (includes 2 copies of each newsletter)

For more information about the Child Care Employee Project or any of the efforts mentioned in this resource, contact the CCEP office: 6536 Telegraph Avenue, Suite A-201, Oakland, CA 94609-1114. (510) 653-9889

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